(https://www.4shared.com/)

Connexion

Recherchez vos fichiers, votre musique, vos vidéos, vos images…

Conditions générales de services 4shared

Last Revised: December 26, 2019

The terms of service (the **"Terms"**) apply to your access and use of the online file storage and sharing service (the **"Service"**) provided by New IT Solutions Ltd. (**"4shared"**, **"we"**, **"our"** or **"us"**), registered at Craigmuir Chambers, Road Town, Tortola VG1110, British Virgin Islands. The Terms do not alter in any way the terms or conditions of any other agreement you may have with 4shared for the Service (or any part thereof). If you are using the Service on behalf of an entity, you represent and warrant that you are authorized to accept the Terms on such entity's behalf, and that such entity agrees to indemnify you and 4shared for violations of the Terms.

Nous nous réservons le droit de modifier les dispositions de la présente politique à tout moment. Nous vous alerterons des modifications apportées en indiquant sur cette politique la date de la dernière mise à jour. Nous vous encourageons à consulter cette politique régulièrement afin de vous assurer que vous comprenez la façon dont les informations que vous nous fournissez ou que nous collectons sont utilisées.

If you have any questions regarding the use of the Service, please contact us (/web/helpCenter).

Customer Data & the Service

The data, information, files, photos and other content that you provide to 4shared when you use the Service and any comments you post to the blog section of the Site is referred, in the Terms, as **"Customer Data"**.

4shared is a cloud service which provides the users with the convenience of accessing their data from any location and the security of additional back-up for such data. For more information about our services, refer to our Tutorial (https://www.4shared.com/tutorial/). We provide free and premium subscription services. Review the Features (https://www.4shared.com/features.jsp) of the two types of subscription services for their detailed comparison.

Politique de confidentialité

Please refer to our Privacy Policy (https://www.4shared.com/privacy.jsp) for information on how we collect, use and disclose Personal Data obtained from our users.

Registration Data

You agree to: (i) provide accurate, current and complete information about you as may be prompted by any signup, login and/or registration forms made available via the Service (**"Registration Data"**); (ii) maintain and promptly update the Registration Data, and any other information you provide to 4shared, in order to keep it accurate, current and complete; and (iii) accept all risks of unauthorized access to the Registration Data and any other information you provide to 4shared.

Grants & Restrictions

En accord avec les termes des conditions générales, 4shared vous accorde un droit d'accès non exclusif, non transférable et révocable à l'accès et à l'utilisation du service.

Unless expressly set forth in the Terms, you will not, and will not allow any third party to: (i) disclose to any third party any performance information or analysis relating to the Service; (ii) use any data mining, robots or similar data gathering or extraction methods with respect to the Site or the Service; (iii) download (other than the page caching) any portion of the Site (including, but not limited to, any materials contained in the Site); and (iii) use of the Site, the materials contained in the Site or the Service other than for its intended purpose.

Propriété

As between 4shared and you and subject to the grants in the Terms, 4shared will own all right, title and interest in and to: (i) the Service; (ii) any work product developed by 4shared as a result of the performance of the Service; and (iii) any and all Intellectual Property Rights embodied therein. For the purpose of the Terms, **"Intellectual Property Rights"** means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

Obligations

You must use reasonable security precautions in connection with your use of the Service. You must comply with the Laws (as defined below) with respect to your use of the Service. You must cooperate with 4shared's reasonable investigation of Service downtime/outages, security problems and any suspected breach of the Terms. For the purposes of the Terms, "Laws" means federal, national, state, provincial, municipal and local laws, regulations, rules, judicial decrees, decisions and judgments in each and every jurisdiction applicable to you, 4shared, the subject matter of the Terms and/or the Service.

You represent and warrant that: (i) all Customer Data (as defined below) is either your sole property or has been collected by you from a third party in accordance with your privacy guidelines; (ii) your privacy guidelines comply with all applicable Laws; and (iii) you have obtained all consents required by the applicable Laws to transfer all of the Customer Data to 4shared for storage by 4shared within the United States or other countries.

4shared is not responsible to you for unauthorized access to Customer Data or the unauthorized use of the Service. You are responsible for: (i) the use of the Service by any of your employees or any person to whom you have given access to the Service; and (ii) any person who gains access to Customer Data or the Service as a result of your failure to use reasonable security precautions (even if such use was not authorized by you).

Sans enfreindre les termes des conditions générales, 4shared peut divulguer les données du client : (i) comme requis par toute loi en vigueur ; ou (ii) en réponse à une assignation ou toute procédure légale obligatoire.

YOU HAVE TO LOG INTO YOUR FREE ACCOUNT AT LEAST ONCE PER EVERY 180 DAYS. OTHERWISE, YOUR FREE ACCOUNT AND ALL OF YOUR CUSTOMER DATA WILL AUTOMATICALLY BE DELETED. DELETED CUSTOMER DATA CANNOT BE RESTORED.

You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Service any of the following:

- Customer Data that is libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, violent, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- Customer Data that is illegal or unlawful, that would constitute, encourage or provide instructions for a criminal offense, or otherwise create liability or violate any local, state, national or international law;
- Customer Data that may infringe or violate any patent, trademark, trade secret, copyright, right of privacy, right of publicity or other intellectual property right or other right of any party; and
- Viruses, corrupted data or other harmful, disruptive or destructive files or code, script or other software designed to automate any functionality on the Service without 4shared's express written consent.

You further agree that you are solely responsible for your conduct while using the Service, and you agree that you will not do any of the following in connection with the Service or the users of the Service:

- Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service in any manner;
- Use the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates the Terms or any other rules or policies established from time to time by 4shared;
- Create an account, post any content, or otherwise use the Service if you are not at least 18 years of age;
- Modify, adapt, hack or emulate the Service;
- Circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Service or users of the Service or third parties; and
- Infringe upon or violate the rights of 4shared, its users or any third party.

4shared takes no responsibility and assumes no liability for any user conduct or for any Customer Data posted, stored or made available via the Service or the Site, nor is 4shared liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of the Service and the Site is at your own risk. Enforcement of the Customer Data and conduct rules set forth in the Terms is solely at 4shared's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by such rules.

Third-Party Content

4shared may provide third-party content on the Service or the Site and may provide links to websites and content of third parties (collectively the **"Third-party Content"**) as a service to those interested in this information. 4shared does not control, endorse or adopt any Third-party Content and makes no representation or warranties of any kind regarding the Third-party Content including, but not limited to, its accuracy or completeness. You acknowledge and agree that 4shared is not responsible or liable in any manner for any Third-party Content and undertakes no responsibility to update or review any Third-party Content. Users use such Third-party Content contained therein at their own risk. This provision will survive the use of the Service.

Publicités et promotions ; produits et services des tierces parties

4shared may run advertisements and promotions from third parties via the Service or the Site or may otherwise provide information about or links to third-party products or services via the Service or the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. 4shared is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-4shared advertisers or third-party information accessible via the Service or the Site.

Marques déposées

The 4shared logos and slogan contained in the Site (or made available via the Service) are trademarks of 4shared and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of 4shared or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "4shared" or any other name, trademark or product or service name of 4shared without our prior written permission. In addition, the look and feel of the Site and the Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of 4shared and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site (or made available via the Service) are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us. This provision will survive the use of the Service.

Clause de non-responsabilité

4SHARED PROVIDES THE SERVICE and the site ON AN “AS IS” and “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. 4SHARED DOES NOT WARRANT THAT THE SERVICE OR THE SITE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. 4SHARED AND ITS SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SITE AND THE SERVICE WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (I) WARRANTIES OF MERCHANTABILITY; (II) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT 4SHARED KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (III) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RELIED ON NO WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT: (A) THE SERVICE REQUIRES ACCESS TO AND USE OF THE INTERNET; (B) 4SHARED IS NOT RESPONSIBLE FOR OPERATING OR MAINTAINING YOUR SERVERS AND YOUR CONNECTION TO THE INTERNET TO ACCESS AND UTILIZE THE SERVICE; AND (C) THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER DATA. WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR DAMAGES THAT MAY HAVE CAUSED BY USING THE SERVICE. WE RESERVE THE RIGHT TO REMOVE OR REPLACE (WITHOUT PRIOR NOTICE), ANY CUSTOMER DATA THAT: (W) IS UNLAWFUL; (X) MAY COMPROMISE THE SECURITY OF THE SERVERS; (Y) USES EXCESSIVE BANDWIDTH, OR (Z) WE DEEM, IN OUR SOLE DISCRETION, MUST BE REMOVED. THIS PROVISION WILL SURVIVE THE USE OF THE SERVICE.

Indemnisation

You, at your sole expense, will defend, indemnify and hold 4shared and its directors, officers, shareholders, employees, consultants, affiliates and agents (collectively, **"4shared Indemnitees"**) harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims (groundless or otherwise), damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs, expert witnesses' costs and fees, penalties, interest and disbursements) arising from or relating to any suit, action, or proceeding against any 4shared Indemnitees, whether successful or not, caused by, arising out of, resulting from, attributable to or in any way incidental to: (i) any breach by you of the Terms (including, but not limited to, any breach by you of any of your representations or warranties); (ii) Customer Data (including, but not limited to, any violation, misappropriation or infringement of any third party's Intellectual Property Rights or rights of privacy or right of publicity caused by your acts or omissions with respect to Customer Data (or any portion thereof)); or (iii) your conduct. This provision will survive the use of the Service.

Limitation of Liability

IN NO EVENT WILL: (I) 4SHARED BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE TERMS, THE SERVICE, THE SITE OR THE THIRD-PARTY CONTENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) 4SHARED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE TERMS, THE SERVICE, THE SITE OR THE THIRD-PARTY CONTENT EXCEED THE AMOUNT PAID BY YOU TO 4SHARED UNDER THE TERMS (IF ANYTHING). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THIS PROVISION WILL SURVIVE THE USE OF THE SERVICE.

Résiliation

Vous pouvez interrompre votre usage du service à tout moment. 4shared peut résilier votre usage du service si elle considère que vous avez enfreint n'importe quel terme des conditions générales.

Infringer Policy

In accordance with the Digital Millennium Copyright Act (**"DMCA"**) and other applicable law, 4shared has adopted a policy of terminating, in appropriate circumstances , accounts involved in copyright violations. No refund will be issued for the remaining membership in such case.

Copyright Complaints

If you believe that any material made available via the Service infringes upon any copyright which you own or control, or that any link made available via the Service directs users to material that infringes upon any copyright which you own or control, you may file a notification of such infringement to our Designated Agent as set forth in our Copyright Policy (https://www.4shared.com/dmca.jsp).

Refunds

4shared has a 30-day refund period. A refund can be requested during the first thirty days since the initial subscription date. The request must describe a material reason for the refund. Refund requests are processed on a case-by-case basis. If you believe you are due a refund, please contact us (mailto:payment@4shared.com).

Divers

The Terms will be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without resort to its conflict of law provisions. The parties agree that any action at law or in equity arising out of or relating to the terms will be filed only in the state and federal courts located in Santa Clara County, California and the parties hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of the terms.

Except for payments due under the terms, neither party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service by any service providers being used by 4shared to link its servers to the Internet, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party (each a **"Force Majeure Event"**). In the event of any such delay the date of delivery will be deferred for a period equal to the time lost by reason of the delay.

Des questions ?

If you have any questions about the Terms, please contact us (/web/helpCenter).